



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR E-QUOTE NUMBER: 12VR84994A

PROJECT TITLE: Provide Etiquette Training and Instruction classes for Womanhood Programs

DUE DATE: Monday, August 20, 2012

WILL BE RECEIVED UNTIL: 2:00 P.M.

LAST DAY FOR QUESTIONS: Thursday, August 16, 2012

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERON LISTED BELOW. ANY REQUEST SHALL ONLY BE SUBMITTED IN WRITING (FAX OR EMAIL). ALL RESPONSES TO WRITTEN REQUEST(S) WILL BE DISTRIBUTED AS ADDENDA TO THIS E-QUOTE AND POSTED ON THE FULTON COUNTY WEBSITE AT www.fultoncountyga.gov.

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER *August 20 ,2012* AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendorservice.co.fulton.ga.us. BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-QUOTES.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. BIDDERS MAY NOT HAVE CONTACT WITH COUNTY OFFICERS, ELECTED OFFICIALS OR COUNTY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN YOUR BID BEING FOUND NON-RESPONSIVE.

CONTACT NAME:
Vearnetta Rivers

E-MAIL ADDRESS:
vearnetta.rivers@fultoncountyga.gov

FAX NUMBER:
(404) 893-1737

All information requested on this sheet must be completed. Unless specifications indicate "NO SUBSTITUTE", items determined by Fulton County to be "EQUAL OR BETTER" will be given full consideration. All prices QUOTED must be "FOB DELIVERED" unless otherwise requested, and must be submitted in the format requested. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.

REQUEST FOR QUOTE GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Request for Quote ("E-QUOTE"). Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this e-quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
5. **NON-COLLUSION.** Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
6. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
7. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
8. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
9. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
10. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
11. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors,

officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

12. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
13. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
14. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
15. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
16. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
17. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
18. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
19. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
20. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
21. **RIGHT TO PROTEST.** Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.
22. **BINDING AUTHORITY.** The individual submitting this E-QUOTE must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

REQUEST FOR E-QUOTE SPECIFICATIONS

Etiquette Training & Instruction Classes Housing and Human Services Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide Etiquette Training & Instruction for the Womanhood Programs for Housing & Human Services Department.

2. CONTACT PERSON

Please contact Vearnetta Rivers, Procurement Officer by e-mail vearnetta.rivers@fultoncountyga.gov or Fax (404) 893-1737 only, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. TERM OF AGREEMENT

Twelve (12) months from issuance of purchase order.

4. PRODUCT/SERVICE SPECIFICATIONS

The **Youth Leadership Academy for Girls (YLAG)** and **Priceless University (PU)** programs require training and/or instruction that will strengthen the comprehension of skills of young girls 7 – 17 years of age as it relates to **Professional Etiquette** for participants in the Housing and Human Services Department in the Office of Children and Youth.

Vendor shall provide etiquette classes to the Human Services Department, Office of Children and Youth for the following programs: Priceless University (ages 12-17) and the Fulton County Youth Leadership Academy for Girls (7-10 years old).

Vendor shall provide etiquette classes to the Fulton County program Priceless University:

Estimated Head Count: 40 female students

Age group: 12-17

Vendor shall provide **FOUR** (2hr) sessions per month over an 8 month Period: starting September 20, 2012. (Two identical sessions running concurrently twice a month)

2012 Sessions are from September 2012-December 2012

Vendor shall provide a series of trainings to 40 female youths (40 represents the cumulative number of youth in the program; youths will be broken down into cohorts of 10 for effective learning). Vendor & staff person will teach 2 cohorts (20 students) per session.

Trainings will be held in 2-hour sessions twice a month on Thursday evenings from

6:00pm-8:00pm. Sessions will be held at J.C. Bowden Senior Multipurpose Facility located at 2885 Church Street East Point, GA 30344. Phase completion events/special events will be held outside of the normal training facility in which the vendor will be responsible for securing those spaces. Series should look as follows:

I. PHASE ONE : September-December 2012

Dining Etiquette- Vendor shall provide training to 40 female youths on how to properly set a table, how to use each utensil, how to eat certain foods (must include finger foods and multi-cultural foods), how to excuse oneself from the table and proper table manners both formal and informal.

Grooming Etiquette- Vendor shall provide grooming training to 40 female youths on how to care for one's skin, hair and hand care, how to keep one's room tidy, how to organize ones closet.

Party Etiquette- Vendor shall provide training to 40 female youths on party etiquette including invitations, RSVP's, thank you notes, proper tea manners, courtesy in public places and being a gracious hostess/guest.

Social Etiquette - Vendor shall provide training to 40 female youths on peer pressure, bullying, respecting and communicating with adults and peers.

PHASE COMPLETION: Upon training each cohort on **PHASE ONE**, vendor shall organize a formal dining experience at the Sundial Restaurant (or one at such a caliber of service and dinning experience) in which youths must utilize all of their etiquette training.

II. PHASE TWO: January, February & March 2013

Vendor shall provide training to 40 female youths on resume writing, job readiness, filling out applications and dressing for success

III. PHASE THREE: April & May

Stage Presence and Accepting Awards, Photogenic Excellence, Dressing for Success and Career Readiness

PHASE COMPLETION: Upon training each cohort on **PHASE TWO & THREE**, vendor shall organize a High Tea (invitations are a must) with service and Culminating Ceremony where parents can be invited to observe their daughter's etiquette skills and presentation of etiquette completion certificates/plaques (**1 parent per child**). Lastly, vendor will refresh students in an effort to prepare participants for the Priceless University Commencement Ceremony, May 2012 (ceremony is not the responsibility of the vendor).

**Vendor shall provide etiquette classes to the Fulton County program Youth Leadership Academy for Girls: Estimated Head Count: 46 female student's
Age group: 7-11**

Saturday Academy- Sept 15, 2012-Dec 15, 2012 & Jan 21, 2013 -May 18, 2013

Vendor shall provide **TWO** (1 hour) sessions per month over a 8 month period. The

Saturday academy is held the 1st and 3rd Saturday's of each month. The sessions will begin September 15, 2012 and take place at 527 King Arnold Street Hapeville, GA. Vendor must cover the following areas:

Vendor shall provide female youth with (21) **beginning and (26) intermediate training** on gaining the self-confidence needed to make lasting first impressions, introducing your-self and others, responding to introductions, the art of handshaking, eye contact, body language, how to make an entrance, remembering names, small talk and how to gracefully end a conversation.

Vendor shall provide female youth (21) **beginning and (26) intermediate training** on dining socially topics must include: place settings, silverware, napkin etiquette, handling accidents, eating various foods, table conversation, American and Continental styles of eating, seating etiquette, and body language at the table.

Vendor shall provide female youths (21) **beginning and (26) intermediate training** on business attire and shall cover business casual versus formal business, accessories, as well as proper hairstyles and grooming.

Vendor shall provide female youths (21) **beginning and (26) intermediate training** on setting a formal place setting and table, eating difficult foods, proper guest manners in others homes, responding to invitations, talking with adults with ease, cultural differences and showing respect for others.

Culminating Events: Every 3 months vendor shall provide an "in-house" learning and interactive tutorial on skills that have been learned; in addition vendor shall provide an Etiquette Luncheon where parents can be invited to observe their daughter's etiquette skills. Vendor shall provide a facility and or restaurant with a 3 course service and formal place setting. **(1 parent per child)**

Vendor shall provide an Etiquette Spring Tea and Culminating Event (invitations are a must) with service and Culminating Ceremony where parents can be invited to observe their daughter's etiquette skills and presentation of etiquette completion certificates/plaques.
(1 parent per child)

Vendor shall provide etiquette classes to the Fulton County program Youth Leadership Academy for Girls – Summer Academy:

Estimated Head Count: 46 female students (21 beginners, 25 intermediate)

Age group: 7-11

Additional Information: Participants will be split up into 2 groups;

Group 1: Beginners (25)

Group 2: Intermediate (21)

Summer Academy

Vendor must provide a staff person and they shall be able to provide **(SIX)** 90-minute sessions per week (two identical sessions running concurrently 3 times per week) during the six (6) week period for summer camp; Summer camp will be held Monday – Friday in a Fulton County Facility - South Fulton, Atlanta, District 7 (May 27, 2013- July 5, 2013) During the 6-week summer camp secessions, vendor & staff must cover the following areas:

Social Etiquette-Vendor shall provide **beginning and intermediate** training to 21 female youths on telephone etiquette, thank-you notes, conversation starters, good posture, proper standing and proper sitting positions, graceful walking, pivoting, and exhibiting confidence, introductions, and handshakes.

Dining Etiquette- Vendor shall provide **beginning and intermediate** training to 21 female youth on how to properly set a table, how to use each utensil, how to eat certain foods (must include finger foods), how to excuse oneself from the table and general formal and informal table manners.

Grooming Etiquette- Vendor shall provide **beginning and intermediate** grooming training to 21 female youths on how to care for one's skin, hair and hand care, how to keep one's room tidy, how to organize ones closet.

Party Etiquette-Vendor shall provide **beginning and intermediate** training to 21 female youths on party etiquette including invitations, RSVP's, proper tea manners, courtesy in public places and being a gracious hostess/guest.

Upon completion of the 6-week summer camp, vendor shall plan ONE (1) cumulative Etiquette tea reception....at the discretion of the vendor, for all 50 female youths, in which parents and guests will be invited to observe youth's etiquette skills. Please note, if the coordinator sees a need to changes, he/she has the authority to substitute lesson plans prior to summer academy starting.

5. PRICING SHEETS

Unit Pricing – for goods and commodities only, example office supplies, tires, equipment parts, etc.

Item No.	Item Description	Estimated Quantity	Unit of Issue	Unit price (\$)
1	Priceless University	Four(2hr.) sessions	Per Month	\$_____
2	Saturday Academy	Two(1hr.) sessions	Per Month	\$_____
3	Summer Academy	Six(90-minute) secessions	Per Month	\$_____

6. SPECIAL CONDITIONS/INSTRUCTIONS

Instructor responsibilities should be as follows:

- a. Provide Program Coordinator with monthly written lesson plans one month in advance (i.e. Lesson Plans for the month of October should be submitted by September 30th and thereafter, one month in advance). Included in the Lesson Plans shall be lesson mission, goal, objective, focus, standards, benchmarks and indicators. A lesson plan template will be provided to instructor.

- b. Lesson plans and objectives should be age specific and geared towards middle and high school aged students (Priceless University) and elementary school students: 3rd, and 5th graders (YLAG), specifically female students.
- c. Provide quarterly progress reports on each child participating in the program. The evaluations shall include, how well each child is performing on the skills being taught, recommendations on how each student could improve if needed, sincere words of praise and encouragement. Parents will receive and sign off on reports by Fulton County.

Activities must:

- d. Help build self-esteem
- e. Help build social skills through group activities
- f. Provide opportunities for different youth to emerge as the leader
- g. Provide for planning and decision making by program participants
- h. Provide additional leadership opportunities beyond the length of the training program.

7. INSURANCE & RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions Professional Etiquette Instructor Services

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the contract document(s). Any and all Insurance Coverage(s) required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	By Accident	Each Accident	\$100,000
Employer's Liability Insurance	By Disease	Policy Limit	\$500,000
Employer's Liability Insurance	By Disease	Each Employee	\$100,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Youth Sports Programs)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000

Products\Completed Operation	Aggregate Limit	\$1,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Legal Liability to Participants	Limits	
\$1,000,000		
Damages to Rented Premises		Limits
\$100,000		
CGL - No Exclusion for Sexual Abuse Allegations		

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each	Occurrence
\$500,000		
(Including operation of non-owned, owned, and hired automobiles).		

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least Thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability and Auto Liability (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Parks and Recreation Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of instruction/services to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where instruction/services are being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

